

PETER C. ANDERSON
CIRCUIT COURT, BR. 17

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

Kevin & Karen Scheunemann
210 Dream Catcher Dr.
Kewaskum, WI 53040

Plaintiff,

Vs.

Case # **12CV4404**
Code: 30107

Experian Information Solutions
P.O. Box 1240
Allen, TX 75013

Registered agent for process serving:

CT Corporation
8040 Excelsior Dr. Suite #200
Madison, WI 53717

Defendant,

SUMMONS

2012 NOV -8 AM 9:0

CIRCUIT COURT
DANE COUNTY, WI

THE STATE OF WISCONSIN, To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.


Within (45) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 215 S. Hamilton Street #1000, Madison, WI 53707 and to Kevin & Karen Scheunemann, Plaintiff, whose address is 210 Dream Catcher Dr, Kewaskum, WI 53040. You may have an attorney help or represent you.

If you do not provide a proper answer within (45) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated in Washington County, Wisconsin this 25th day of Oct 2012.

By: 

Kevin Scheunemann
210 Dream Catcher
Kewaskum, WI 53040

By: 

Karen Scheunemann
210 Dream Catcher
Kewaskum, WI 53040

STATE OF WISCONSIN CIRCUIT COURT DANE COUNTY

2012 NOV - 8 AM 9:04

Kevin & Karen Scheunemann
210 Dream Catcher Dr.
Kewaskum, WI 53040

CIRCUIT COURT
DANE COUNTY, WI

Plaintiff,

12CV4404

Vs.

Case #

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Defendant.

COMPLAINT

**Amount Claimed is over \$5000

**ORIGINAL COMPLAINT FOR DAMAGES AND
REQUEST FOR TRIAL BY JURY**

NOW INTO COURT, come Kevin & Karen Scheunemann, who respectfully pray for Judgment against defendant, as follows:

1. Plaintiffs, KEVIN & KAREN SCHEUNEMANN are natural persons residing at 210 Dream Catcher Dr; Kewaskum, WI 53040.

2. Defendant herein is: EXPERIAN INFORMATION SOLUTIONS, (hereinafter referred to as "EXPERIAN"), a foreign corporation authorized to do and doing business in the State of Wisconsin, with principle offices in the State of Texas, and who will be served through its authorized agent for service of process in Madison, WI.

JURISDICTION OF THE COURT

3. Defendant is liable unto Plaintiffs pursuant to the provisions of the "Fair Credit Reporting Act," 15 U.S.C. § 1681, *et seq.* Defendant is also liable to Plaintiff pursuant to the Wisconsin Consumer Act, and the Wisconsin Deceptive Trade Practices Act.

4. Plaintiffs, KEVIN & KAREN SCHEUNEMANN, are entitled to, and demand, a trial by jury.

REQUEST FOR EXEMPLARY/PUNITIVE DAMAGES

5. Plaintiffs, KEVIN & KAREN SCHEUNEMANN, respectfully request that this Honorable Court instruct the jury, as the trier of facts, that in addition to actual or compensatory damages, punitive or exemplary damages may be awarded against Defendant under federal and state laws.

REQUEST FOR COSTS OF LITIGATION AND ATTORNEYS' FEES

6. Plaintiffs, KEVIN & KAREN SCHEUNEMANN, respectfully request that this Honorable Court instruct the jury, as the trier of facts, that in addition to an award of damages, and the costs of litigation. Plaintiff also seeks an award of his reasonable attorneys' fees incurred by Plaintiffs.

GENERAL FACEXPERIANAL BASIS FOR COMPLAINT

EXPERIAN's failure to investigate and false credit reporting

7. On March 16, 2010, Kevin & Karen Scheunemann entered into an agreement to "terminate and indemnify" several accelerated Chase Bank ("Chase") credit card accounts, being held by Palisades Collection, LLC ("Palisades").

8. In exchange for this settlement agreement with Palisades, a copy of which is attached to this complaint, Kevin & Karen Scheunemann agreed to settle their claims and dismiss, with prejudice, Federal Court case #3:09CV-00601 in the Eastern District of Wisconsin against Palisades. This settlement agreement terminated any balance due on the "Chase" credit card accounts.

9. Since March 16, 2010, Plaintiffs have disputed the erroneous "amounts due", and "past due", of the "Chase" accounts with EXPERIAN, including sending in a copy of the settlement agreement for EXPERIAN to review. EXPERIAN refuses to acknowledge the impact of this settlement agreement in their fraudulent credit reporting.

10. In November 2010, Kevin Scheunemann entered into a broad court stipulation in Washington County Case 09CV603 with FIA

Card Services releasing and dismissing. The stipulation and court order stated:

“The above parties, by their undersigned counsel, hereby stipulate and agree that the above-entitled action, including all claims and counterclaims filed herein, as well as all claims, counterclaims and third-party claims *that could have been filed* herein, be dismissed upon its merits, with prejudice, and without costs to any party” (*emphasis added*).

11. Despite the court order of the Honorable James Muehlbauer, EXPERIAN continues to post “amounts due” and “past due” from FIA Card Services on Kevin and Karen Scheunemann’s credit report.

12. Plaintiffs have, on several occasions, disputed all negative FIA Card Services reporting with EXPERIAN, including sending in the attached signed court order and stipulation, and EXPERIAN refuses to conduct a reasonable investigation, which if done, would result in deletion.

13. Plaintiffs also have disputed other negative credit reporting information resulting from the expiration of the Statue of Repose on various accounts with little to no action by EXPERIAN.

14. As a result of EXPERIAN’s failure to investigate, and false credit reporting, Plaintiffs were denied mortgage refinancing, incurred tremendous upcharges on insurance rates, were unfairly denied credit, unable to protect a defaulted second lien on a business investment, and constantly feared losing their existing franchise business over the false credit reporting.

EXPERIAN’s Deceptive Trade Practice

16. On or about October 10, 2012, Plaintiffs filed an American Arbitration Association (AAA) arbitration, under the AAA “consumer protocols”, to resolve these credit reporting matters privately, and quietly. The binding arbitration clause between the parties was promulgated in a Experian credit report/score product, which Scheunemanns purchased.

17. On October 19, 2012, Plaintiffs were contacted by Michael Lonergan, a Senior Regulatory Affairs Specialist for Experian. This letter is attached. In the letter, Mr. Lonergan flat out breaches the arbitration clause by refusing to participate in the AAA arbitration

Scheunemann's filed. Mr. Lonegran disavows application of the arbitration clause despite it being promulgated as a dispute resolution option on the "Experian.com" web site. Mr. Lonegran, also reiterates and personifies the "do nothing" attitude, and lack of action Scheunemanns have been running into trying to get false information off their credit reports.

18. Today, EXPERIAN continues to promulgate AAA arbitration as a dispute resolution vehicle to unsuspecting consumers like the Scheunemanns, despite the fact EXPERIAN will not participate in arbitrations under the arbitration language EXPERIAN forces the public to unilaterally accept.

Facts about the damage EXPERIAN has caused Plaintiffs

19. It's clear EXPERIAN publishes information about, and to the Plaintiffs, which are false, erroneous and misleading without employing procedures to insure the maximum possible accuracy of the information posted to Plaintiff's consumer report(s) and disseminated.

20. Defendant, EXPERIAN, failed to employ reasonable procedures to timely and properly reinvestigate the accuracy of the erroneous, negative data upon being notified by Plaintiff and/or subscribers that such information was erroneous.

21. Defendant, EXPERIAN, through its actions and inactions, as described herein, caused great and irreparable injury to Plaintiff.

22. Defendant, EXPERIAN, has continually posted false and harmful information to Plaintiff's consumer reports without requiring a reasonable number of points of correspondence.

23. Defendant, EXPERIAN, failed to invoke necessary functions, procedures or programs designed to insure that false data and/or data attributable to other persons would not post to Plaintiff's consumer report and would be suppressed from appearing on plaintiff's consumer reports.

24. Defendant, EXPERIAN, created, maintains and utilizes a credit reporting system which is defective and does not comply with the Fair Credit Reporting Act or other laws governing Defendant's actions.

25. Upon information and belief, Defendant, EXPERIAN, utilizes a search algorithm, which is defective and causes false data to be collected and shown as attributable to the target of the inquiry.

26. Defendant, EXPERIAN, has improperly posted accounts and other data to Plaintiff's credit file(s).

27. Defendant, EXPERIAN, has, maliciously and/or with willful intent to injure, defamed Plaintiff and invaded Plaintiff's legitimate expectation of privacy.

28. In addition to actual or compensatory damages, EXPERIAN, is liable unto Plaintiffs in a sum to be assessed by the trier of fact for punitive/exemplary damages under states' laws, and/or for willful violation(s) of the provisions of the Fair Credit Reporting Act, Wisconsin Consumer Act, Wisconsin Deceptive Trade Practices Act or other applicable federal laws.

WHEREFORE, PLAINTIFFS, KEVIN & KAREN SCHEUNEMANN, PRAY after all due proceedings are had there be Judgment herein in favor of Plaintiff and against Defendant, EXPERIAN, as follows:

29. That there be Judgment herein in favor of Plaintiff and against Defendant, EXPERIAN., for all reasonable damages sustained by Plaintiff, including, but not limited to, compensatory damages associated with the costs of being denied credit, the costs incurred in repairing his credit history, out-of-pocket expenses, pain and suffering, embarrassment, inconvenience, lost economic opportunity, loss of incidental time, frustration, emotional distress, mental anguish, fear of personal safety and security, jeopardizing job progress and career, and for punitive damages, attorneys' fees, and court costs, and other assessments proper by law and any and all other applicable federal and states' laws, together with legal interest thereon from date of judicial demand until paid.

FURTHER,

•Declaratory judgment that Defendants' conduct violated the Wisconsin Consumer Act.

•Wisconsin Consumer Act actual damages under Wis. Stat. § 425.304 (2).

- Damages under Wis. Stat. § 427.105 (1) for emotional distress and mental anguish.
- Statutory damages pursuant to Wis. Stat. § 427.105 (1) & Wis. Stat. § 425.304.
- Costs and reasonable attorney fees pursuant to Wis. Stat. § 425.308.
- Punitive Damages under Wis. Stat. § 895.043.
- Pecuniary losses under Wis. Stat. § 100.18.
- Declaration of personal Liability for any damage award in favor of Plaintiff, against owners of Defendants under Wis. Stat. § 425.310.
- Injunction prohibiting EXPERIAN from promulgating a AAA arbitration clause to Wisconsin consumers.
- For such other and further relief as may be just and proper.

TRIAL BY JURY DEMANDED

Respectfully Submitted,

Kevin & Karen Scheunemann
210 Dream Catcher
Kewaskum, WI 53040

Dated in Washington County, Wisconsin this 28th day of Oct 2012.

By: 

Kevin & Karen Scheunemann
210 Dream Catcher
Kewaskum, WI 53040
262-339-5425
kewaskumdg@frontier.com



SETTLEMENT AGREEMENT AND GENERAL RELEASE

1. **INTRODUCTION.** This Settlement Agreement and General Release ("Agreement") is made and entered into and is effective as of the date below, by and among Kevin & Karen Scheunemann ("Plaintiffs"), in an action alleging violations of the Wisconsin Consumer Act ("CPA"), Wis. Stat. § 427.01, *et seq.*, the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*, the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 *et seq.* and the Wisconsin Deceptive Trade Practices Act ("DTPA"), Wis. Stat. § 100.18, as well as common law claims for invasion of privacy, intentional infliction of emotional distress and negligent training and supervision, and Palisades Collection, LLC ("Palisades") denying Plaintiffs' claims. To avoid the expense and uncertainty of litigation, and without admitting the validity of the claims and defenses asserted or potentially asserted by each other, Plaintiffs and Palisades (collectively "Parties") have agreed to enter into this Agreement ("Agreement") in regard to the lawsuit captioned *Kevin & Karen Scheunemann v. Palisades Collection, LLC* that was filed in the Circuit Court of Dodge County Wisconsin and assigned Case No. 09 CV 830, which was subsequently removed to the United States District Court, Western District of Wisconsin and assigned and assigned Court File No.: 3:09-cv-00601-slc ("Lawsuit").

THEREFORE, in consideration of the foregoing, and of the promises contained herein, the Parties agree as follows:

2. **SCOPE OF AGREEMENT.** This Agreement encompasses any and all collection efforts and/or credit reporting of Palisades and its attorneys, agents and employees, relative to its attempts to collect on the outstanding balance on the former

Chase Bank Account Nos. 4640182010448805, 4417122644217789, 4266841047785025 and 5222760020157590 ("Accounts"), which are the accounts at issue in this matter. Plaintiffs dispute that they are responsible for the Accounts. While denying Plaintiffs' claims, Palisades agrees waive the balance owing on the Accounts, close the Accounts and refrain from selling or otherwise assigning the Accounts to any other entity. Palisades further agrees to request the deletion of its tradelines regarding the Accounts to the applicable consumer reporting agencies, if any and if not already completed. Plaintiffs understand and acknowledge that Palisades is not responsible for the acts and/or omissions of any consumer reporting agency. In exchange for the payment set forth below, Plaintiffs agree to take all steps necessary to dismiss the Lawsuit with prejudice.

3. PAYMENT AMOUNT. To resolve this dispute, Palisades shall pay to Plaintiffs the total sum of Five Thousand and 00/100 dollars (\$5,000.00). Palisades agrees that it will refrain from issuing an IRS Form 1099 with respect to the waiver of the Accounts.

4. PAYMENT MANNER. The amount referenced in Paragraph 3 shall be made payable to Kevin & Karen Scheunemann and shall be tendered to 210 Dream Catcher Dr., Kewaskum, Wisconsin 53040 within twenty (20) days from the date of receipt by Palisades' counsel of this Agreement executed by Plaintiffs.

5. RELEASE. Plaintiffs, on their behalf and on behalf of their heirs and assigns hereby release, indemnify and discharge Palisades and its respective current and former predecessors, successors, parents, affiliates, subsidiaries, original creditor (except "Chase Manhattan Bank USA N.A." and its subsidiaries) and all of the

aforementioned's respective agents, employees, officers, directors, shareholders, attorneys, collection agencies, independent contractors and vendors (hereafter "Releasees") from all claims of any kind (including all claims for damages, interest, fees and/or attorney's fees), including but not limited to any claims that Plaintiffs may have against Palisades regarding the Accounts, including without limitation, all claims that were asserted or could have been asserted as of the date of this Agreement, including, but not limited to, claims for invasion of privacy or any other claim arising under state or federal law, claims arising under the federal Fair Debt Collection Practices Act and the Gramm Leach Bliley Act (aka the Financial Services Modernization Act), claims arising under the Fair Credit Reporting Act and any Consumer Fraud Act, in addition to any state law claims. Plaintiffs further agree that they will not file any claims, complaints, affidavits, arbitrations and/or proceedings with any court, arbitration forum, regulatory or administrative agency ("Proceedings") with respect to the matters released in this Agreement against any of the aforementioned, and any such proceedings filed prior to the execution of this Agreement, if any, shall promptly be dismissed or withdrawn.

Palisades, on its behalf and on behalf of its assigns hereby releases, indemnifies and discharges Plaintiffs from all claims of any kind (including all claims for damages, interest, fees and/or attorney's fees) relating to the Accounts. This Agreement is intended to resolve forever the entire disagreement between Plaintiffs and Palisades relating to the Accounts, all of which are intended as beneficiaries of this Agreement and entitled to enforce it.

6. GOVERNING LAW. This Agreement shall be governed by the substantive laws of the State of Wisconsin.

7. CONSTRUCTION. The Parties certify that they have had a full opportunity to review this agreement and have had the opportunity to consult with an attorney of their own choosing; thus, the Parties agree that the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in construing this Agreement. Plaintiffs further set forth that they have knowingly and willfully proceeded in the Lawsuit *pro se* and understand that Palisades' undersigned counsel do not represent them nor do they owe any duty to Plaintiffs.

8. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each with the full force and effect of an original document. In addition, a copy or facsimile of this Agreement shall have the same force and effect of an original document.

9. SUCCESSOR RIGHTS AND LIABILITIES. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, assigns, and legal representatives of all parties hereto. Nothing in this Agreement, express or implied, is intended by the Parties to confer upon any person other than the Parties hereto or their respective successors or assigns and those entities/individuals set forth in paragraph 5 herein, any rights or benefits under or by reason of this Agreement.

10. CONFIDENTIALITY. Plaintiffs agree that, from the date of the execution of this Agreement, they will hereafter keep strictly confidential the claims between the Parties, the matters giving rise to this Agreement, and the substance of this Agreement. Plaintiffs agree that they will not disclose any information regarding this Agreement or the substance or subject matter hereof to any person, firm, corporation, or other entity,

Karen Scheunemann
Karen Scheunemann

STATE OF WISCONSIN)
COUNTY OF Washington) ss.

On this 16 day of March, 2010, before me did appear Karen Scheunemann, to me personally known, who by me duly sworn, did acknowledge said Agreement to be her free act and deed.

Kristy Vort
Notary Public my commission expires 3-13-11

Palisades Collection, LLC

By [Signature]

Its Assistant VP Operations

Director of Litigation

APPROVED AS TO FORM:

Palisades Collection, LLC



**Michael S. Poncin, Esq.
James R. Bedell, Esq.
MOSS & BARNETT, P.A.
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129**

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Terms And Conditions

Revised July 13, 2012

ACCEPTANCE OF TERMS

These Terms and Conditions ("Terms and Conditions" or "Agreement") apply to all: (a) transactions between you and ConsumerInfo.com, Inc. ("CIC") all transactions through the <http://experian.com> website and all other websites owned and operated by CIC, including, but not limited to, your purchase of the membership based products known as Experian Credit TrackerSM, Triple Advantage[®], TripleAlertSM, CreditCheck[®], Credit ManagerSM, CreditCheck[®] Deluxe, CreditCheck[®] Premium, CreditCheck[®] Total, ChildSecureSM and CardSafeTM, and non-membership based Products such as the 3 Bureau Credit Report, Instant Single Credit Report, PLUS Score[®], Statutory PLUS Score and the Free Experian Credit Report (collectively, the "Products"); (b) your access to and use of the websites located at <http://experian.com> (the "Product Websites"); and (c) your access to and use of calculators, credit resources, text, pictures, graphics, logos, button items, icons, images, works of authorship and other information and all revisions, modifications, and enhancements thereto (the "Content").

YOUR ORDER OF, USE OF, AND ACCESS TO, THE PRODUCTS, PRODUCT WEBSITES AND CONTENT ARE SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN AND ALL APPLICABLE LAWS AND REGULATIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR ORDER OF, ACCEPTANCE OF, USE OF, AND/OR ACCESS TO, THE PRODUCTS, PRODUCT WEBSITES AND/OR CONTENT CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OR CONDITIONS, DO NOT ORDER, USE OR ACCESS ANY PRODUCT, PRODUCT WEBSITE OR CONTENT, OR ANY OF THE INFORMATION WITHIN THE PRODUCT, PRODUCT WEBSITE, OR CONTENT, DISCARD THE PRODUCTS YOU RECEIVED IMMEDIATELY AND CALL CUSTOMER CARE TO CANCEL YOUR MEMBERSHIP.

This Agreement may be updated from time to time. Online customers should check the Product Websites regularly for updates to these Terms and Conditions. Each time you order, access or use any of the Products, Product Websites, and/or Content, you signify your acceptance and agreement, without limitation or qualification, to be bound by the then current Agreement.

USE OF THE PRODUCTS

In consideration of your order of, access to, and/or use of any Product, Product Website, and/or Content you agree to provide true, accurate, complete and current information about yourself and any minor children you are enrolling, or have enrolled, in any Product, when prompted to do so by the registration and application forms or requested to do so by CIC. By registering, you certify that you are eighteen (18) years of age or older. If any information you provide is untrue, inaccurate or not current, or if CIC has reasonable grounds to suspect that such information is untrue, inaccurate or not current, CIC, at its sole discretion, has the right to suspend or terminate your order of, use of, and/or access to, any Product, Product Website and/or Content, and refuse all current or future orders of, use of, and/or access to, any Product, Product Website and/or Content, or suspend or terminate any portion thereof. Further, you agree that CIC will not be liable to you, your minor children or any third party if CIC suspends or terminates your order of, use of, or access to any Product, Product Websites or Content, or any portion thereof, for any reason.

You understand and agree that by submitting your order you are providing "written instructions" in accordance with the Fair Credit Reporting Act, as amended ("FCRA"), for CIC to obtain information from your personal credit profile from Experian or any other credit reporting company and to obtain information from the personal credit profile, if any, of any minor child whom you have enrolled in ChildSecureSM. You authorize CIC to access your credit profile (and those of any minor children whom you have enrolled in ChildSecureSM) to verify your identity (or those of any minor children whom you have enrolled in ChildSecureSM) and to provide credit monitoring, credit reporting, credit scoring, credit score monitoring and tracking, identity monitoring, fraud resolution and card registry products. You also authorize CIC to access your credit profile (or those of any minor children whom you have enrolled in ChildSecureSM) to perform other functions related to providing the product(s) that you have ordered or may order, including to verify your identity or any certification that you may be required to make.

DISPUTE RESOLUTION BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

SUMMARY:

MOST CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE CUSTOMER'S SATISFACTION BY CALLING CIC'S CUSTOMER SERVICE DEPARTMENT AT 1-877-284-7942. IN THE UNLIKELY EVENT THAT CIC'S CUSTOMER SERVICE DEPARTMENT IS UNABLE TO RESOLVE A COMPLAINT YOU MAY HAVE TO YOUR SATISFACTION (OR IF CIC HAS NOT BEEN ABLE TO RESOLVE A DISPUTE IT HAS WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), WE EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. CIC WILL PAY ALL COSTS OF ARBITRATION, NO MATTER WHO WINS, SO LONG AS YOUR CLAIM IS NOT FRIVOLOUS. HOWEVER, IN ARBITRATION, BOTH YOU AND CIC WILL BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM THE OTHER PARTY TO THE SAME EXTENT AS YOU WOULD BE IN COURT.

Arbitration Agreement:

(a) CIC and you agree to arbitrate all disputes and claims between us, except any disputes or claims which under governing law are not subject to arbitration. This agreement to arbitrate is intended to be broadly interpreted and to make all disputes and claims between us subject to arbitration to the fullest extent permitted by law. It includes, but is not limited to:

claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute (including, without limitation, the Credit Repair Organizations Act) fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of this Agreement.

For purposes of this arbitration provision, references to "CIC," "you," and "us" shall include our respective parent entities, subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, websites of the foregoing, as well as all authorized or unauthorized users or beneficiaries of services, products or information under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into this Agreement, you and CIC are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of this Agreement.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to CIC should be addressed to: General Counsel, Experian, 475 Anton Boulevard, Costa Mesa, CA 92626 ("Notice Address"). The Notice must describe the nature and basis of the claim or dispute and set forth the specific relief you seek from CIC ("Demand"). If CIC and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or CIC may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by CIC or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or CIC is entitled.

You may obtain more information about arbitration from www.adr.org.

(c) After CIC receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. (The filing fee currently is \$125 for claims under \$10,000, but is subject to change by the arbitration provider. If you are unable to pay this fee, CIC will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address.

All issues are for the arbitrator to decide, including the scope and enforceability of this arbitration provision as well as the Agreement's other terms and conditions, and the arbitrator shall have exclusive authority to resolve any such dispute relating to the scope and enforceability of this arbitration provision or any other term of this Agreement including, but not limited to any claim that all or any part of this arbitration provision or Agreement is void or voidable. The arbitrator shall be bound by the terms of this Agreement. Unless CIC and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Except as otherwise provided for herein, CIC will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse CIC for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

(d) The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding or in the final award, pursuant to applicable law and the AAA Rules.

(e) Discovery and/or the exchange of non-privileged information relevant to the dispute will be governed by the AAA Rules.

(f) YOU AND CIC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and CIC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific subparagraph (f) is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(g) Notwithstanding any provision in this Agreement to the contrary, we agree that if CIC makes any change to this arbitration provision (other than a change to the Notice Address) during your membership in any credit monitoring or other product, you may reject any such change and require CIC to adhere to the language in this provision if a dispute between us arises regarding such membership product.

FCRA DISCLOSURES

The FCRA allows you to obtain a copy of all of the information in your consumer credit file disclosure from any consumer credit reporting company for a reasonable charge. The FCRA also states that individuals are entitled to receive a disclosure directly from the consumer credit reporting company free of charge under the following circumstances:

- You have been denied credit, insurance or employment in the past 60 days as a result of your report
- You certify in writing that you are unemployed and intend to apply for employment in the 60-day period beginning on the day you make the certification
- You are a recipient of public welfare assistance
- You have reason to believe that your file at the agency contains inaccurate information due to fraud

The FCRA also permits consumers to dispute inaccurate information in their credit report without charge. Accurate information cannot be changed. You do not have to purchase your credit report or other information from CIC to dispute inaccurate or incomplete information in your Experian file or to receive a copy of your Experian consumer disclosure.

The credit report you are requesting from CIC is not intended to constitute the disclosure of Experian information required by the FCRA or similar state laws. Experian's National Consumer Assistance Center provides a proprietary consumer disclosure that is different from the consumer credit report provided by CIC. This disclosure report must be obtained directly from Experian by going to www.experian.com/dispute, or by calling 888- EXPERIAN.

The FCRA allows consumers to get one free comprehensive disclosure of all of the information in their credit file from each of the three national credit reporting companies (Experian, Equifax®, and TransUnion®) once every 12 months through a central source. Georgia residents can receive two disclosures per year. Although comprehensive, the credit reports from each of the three national credit reporting companies that are available from CIC may not have the same information as a credit report obtained directly from the three national credit reporting companies or through the central source. To request your free annual report under the FCRA, you must go to www.annualcreditreport.com, or call 877-322-8228. CIC's Products are not related to the free FCRA disclosure that you are or may be entitled to.

MODIFICATION OF PRODUCTS

CIC may, at its discretion, modify or discontinue any of the Products, Product Websites or Content, or any portion thereof, with or without notice. You agree that CIC will not be liable to you, your minor children or any third party for any modification or discontinuance of any of the Products, Product Websites or Content.

NOTICE OF PROSECUTION

For online customers, access to and use of password protected and/or secure areas of the Product Websites are restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Product Websites may be subject to prosecution.

Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. In addition, any person who knowingly and willfully obtains a consumer credit report or disclosure under false pretenses may face criminal prosecution.

SECURITY MEASURES AND AUTHENTICATION

Because CIC uses security measures designed to protect your privacy and to safeguard your information, CIC may not always be able to successfully provide Products to you, including instant online delivery of your credit report for online customers. For example, for certain online Products, when the system is unable to authenticate you, you may be routed through a manual authentication process. CIC will send a private access code via U.S. mail to the address in your credit file, which you can use to access your account online. This process is normally completed within five (5) to seven (7) days. **In the event that you are routed through a manual authentication process, it is your responsibility to complete authentication.** **After you complete authentication, you will be able to access your credit report online.** **Your membership will continue and we will continue to monitor your credit report, all of which will be available to you once you complete authentication.** **Consequently, you will continue to be billed for your membership and the associated services available to you until you cancel.** For certain products, CIC cannot offer a manual authentication process and will be unable to fulfill your order if you fail online authentication one or more times. Additionally, in the case of off-line customers, CIC will mail your credit report to the best address listed on your credit file as a security measure. If you are not able to access your mail at that location, CIC cannot provide any Products to you.

PERSONAL INFORMATION

CIC may use your personal information to the extent necessary to process your order and/or engage in business maintenance.

REVIEW AND RECEIPT OF PRIVACY NOTICE

By submitting your order, you acknowledge receipt of our Privacy Notice and agree to its terms.

ONLINE REQUIREMENTS

You must have an email address and a Java-compatible browser to receive your Products online. As an online customer, you are agreeing to receive all notifications via email at the email address on file with CIC. You are obligated to update the email address on file when your email address changes. **In some cases we require that you "opt in" or provide your affirmative consent to receive emails from us in order to receive Product alerts, notices and other communications from us. Where required, it is your responsibility to provide us with such affirmative consent so that we can provide all of the communications, including alerts of changes to your credit report. However, even if you choose not to provide the affirmative consent, once you have passed authentication, the website and all of the valuable features of your membership are still available to you at any time by simply logging in. Accordingly, your membership will continue and the services will remain available.** **Whether you "opt in" or not, in the event that CIC is unable to deliver email messages to you, you agree to accept product notifications in an alternative method, such as direct mail or SMS messages. We strongly encourage you to select SMS messaging as an alternative method of receiving notifications and alerts. You may select this method by accessing your member homepage online and changing your Alert Settings. Please note, mobile messaging rates may apply. All service alerts are also accessible online in your Alerts Center of your account.**

In the event that you 1) fail to complete authentication after being routed through our manual authentication process; or 2) fail to update your email address on file with CIC; or, if applicable 3) fail to provide your affirmative consent to receive email from us, and thus CIC is unable to deliver email messages to you, you nonetheless understand and agree that the Product will be fulfilled at the price agreed upon at the time that you placed your order.

NO WARRANTY BY CIC

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE PRODUCTS, PRODUCT WEBSITES AND CONTENT IS AT YOUR SOLE RISK. ALL PRODUCTS, PRODUCT WEBSITES AND CONTENT ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. CIC AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, GUARANTEES [OTHER THAN THE "Experian Credit TrackerSM" GUARANTEE" OR THE "CardSafeTM" GUARANTEE" DESCRIBED WITHIN THESE TERMS AND CONDITIONS] AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. THE INFORMATION CONTAINED IN THE PRODUCTS, PRODUCT WEBSITES, CONTENT OR OTHER MATERIALS YOU MAY RECEIVE FROM CIC DO NOT CONSTITUTE LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. OTHER THAN TO THE EXTENT MADE IN THE "Experian Credit TrackerSM" GUARANTEE" OR THE CardSafeTM GUARANTEE DESCRIBED WITHIN THESE TERMS AND CONDITIONS, CIC MAKES NO WARRANTY THAT (I) THE PRODUCTS AND CONTENT ARE ACCURATE, TIMELY, UNINTERRUPTED OR ERROR-FREE; AND (II) ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR CONTENT WILL BE RELIABLE.

ACTIVATION CODES

If you are using an activation code to obtain a Product, you are restricted to a one-time use of such activation code. Any subsequent use of the activation code will result in immediate termination of any associated Products without notice and in accordance with the termination provision(s) in the section entitled "Use of the Products," found herein.

Please note that if you improperly obtain a Product with an activation code, any credit card number you may have provided to us will also be charged with the fee for the Product that was obtained improperly.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT CIC WILL NOT BE LIABLE TO YOU (OR ANY OF YOUR MINOR CHILDREN) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR ACCESS TO, USE, OR INABILITY TO USE THE PRODUCTS, PRODUCT WEBSITES, CONTENT OR MEMBERSHIP BENEFITS, OR FROM YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE UPON ANY LINKED WEB SITE (IF APPLICABLE), EVEN IF CIC HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. **SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS; FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW. IF, NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED UPON CIC, THEN YOU AGREE THAT CIC'S TOTAL LIABILITY TO YOU (AND ANY OF YOUR MINOR CHILDREN) FOR ANY OR ALL OF YOUR LOSSES OR INJURIES (OR THOSE OF YOUR MINOR CHILDREN) FROM CIC'S ACTS OR OMISSIONS, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO CIC FOR THE PRODUCT(S) YOU PURCHASE FROM CIC (EXCEPT TO THE EXTENT THAT AMOUNTS MAY BE RECOVERABLE IN ACCORDANCE WITH THE TERMS OF THE "Experian Credit TrackerSM" GUARANTEE" OR THE "CardSafeTM" GUARANTEE" DESCRIBED WITHIN THESE TERMS AND CONDITIONS).**

NOT A CREDIT REPAIR ORGANIZATION OR CONTRACT

CIC offers access to your credit report, your PLUS Score[®], and other credit information. CIC and its affiliates are not credit repair organizations, and are not offering to sell, provide or perform any service to you for the express or implied purpose of either improving your credit record, credit history or credit rating or providing advice or assistance to you with regard to improving your credit record, credit history or credit rating. You acknowledge and agree that you are not seeking to purchase, use, or access any of the Products, Product Websites, and Content in order to do so.

Accurate adverse information on your credit report cannot be changed. If you believe that your credit report contains inaccurate, non-fraudulent information, it is your responsibility to contact the relevant credit reporting company, and follow the appropriate procedures for notifying the credit reporting company that you believe that your credit report contains an inaccuracy. Any information provided to you regarding the procedures followed by the various credit reporting companies related to the removal of inaccurate, non-fraudulent information is provided without charge to you and is available for free. Any such information is not included as part of your credit score monitoring product but is provided free of charge to all consumers, regardless of whether they are members of the credit score monitoring product.

PLUS SCORE[®]

The PLUS Score, with scores ranging from 330 to 830, is a user-friendly credit score model developed by Experian to help you see and understand how lenders view your credit worthiness. It is not used by lenders, but it is indicative of your overall credit risk. Higher scores represent a greater likelihood that you'll pay back your debts so you are viewed as being a lower credit risk to lenders. A lower score indicates to lenders that you may be a higher credit risk.

There are three different major credit reporting agencies, Experian, TransUnion, and Equifax that maintain a record of your credit history known as your credit file. Your Credit Score is based on the information in your credit file at the time it is requested. Your credit file information can vary from agency to agency because some lenders report your credit history to only one or two of the agencies. So your credit score can vary if the information they have on file for you is different. And since the information in your file can change over time, your Credit Score may be different from day-to-day.

Lenders and insurers use several different credit scoring models so don't be surprised if your lender gives you a score that's different from the PLUS Score you receive online. Just remember that your associated risk level is generally the same even if the number is not. If the lender's score is lower than your online score, it is possible that this difference can lead to higher interest rates and sometimes credit denial.

REGISTERING FOR ANY PRODUCT

To request a credit report or score, or purchase any Product, you must have an address within the United States, provide a valid Social Security number, address, email address and date of birth and agree to be bound by these Terms and Conditions. In other limited circumstances, you may need to provide a valid telephone number so that CIC can process your order. You must provide valid credit card information. CIC will then evaluate your complete registration information.

In certain jurisdictions sales tax at state and local rates may apply, in which case you may be charged the applicable taxes in addition to the monthly fee and/or the price of the product.

For certain Products and/or channels where Products are sold, we reserve the right to accept or decline some forms of payment, including, but not limited to "pre-paid" or "re-loadable" credit/debit cards.

SPOUSE/ADULT CHILDREN NOT INCLUDED

CIC is not able to accept and process joint registration for two or more adults. Neither your spouse nor any other adult will be enrolled in any Product pursuant to your order.

CREDIT MONITORING - ADDITIONAL TERMS AND CONDITIONS

(Applicable for the following products: Experian Credit TrackerSM, Triple Advantage[®], TripleAlertSM, CreditCheck[®] Monitoring, Credit ManagerSM, CreditCheck[®] Deluxe, CreditCheck[®] Premium, CreditCheck[®] Total and ChildSecureSM.)

Your membership in credit monitoring is effective for the period covered by your membership fee and continues upon your payment of the monthly/annual renewal fee. Renewal fees for your membership will automatically be charged, at the then current rate, to the credit card or other billing source authorized by you, on the first day of each successive membership term, until you cancel your membership. Should you choose to discontinue your membership for any reason before expiration of the then applicable membership term for which you have paid, you may cancel your membership and terminate further billing by calling the toll-free number listed on this Web Site, or by calling 1-877-284-7942. If you are an annual subscriber and choose to cancel within 180 days of when you were billed, you will be eligible to receive a prorated refund of your current year's membership fee. If you are a monthly subscriber and choose to cancel after your free trial ends or anytime during your monthly billing term, your membership and monthly billing will terminate at the end of your monthly billing term and you will not be eligible for a prorated refund of any portion of your paid monthly membership fee. CIC reserves the right to change the membership fee for any renewal term to be effective upon the renewal of your membership.

Please note, there are different processing times across the credit reporting companies, therefore you may not be enrolled in all of them at the same time. Monitoring with Experian begins within 48 hours of enrollment in your free trial. Monitoring with Equifax and TransUnion takes approximately 4 days to begin, though in some cases cannot be initiated during the trial period (if a trial period applies). CIC does not control and is not responsible for the enrollment process.

When you order a single bureau credit monitoring product from CIC, CIC requests that Experian enroll you in its credit monitoring program. When you order a credit monitoring product from CIC that monitors credit files at three credit bureaus, CIC requests that Experian, Equifax and TransUnion enroll you in their credit monitoring programs.

Your order of any single bureau credit monitoring product is conditioned upon successful enrollment by Experian in its credit monitoring program; if Experian is not able to enroll you, your order will be cancelled and you will not receive alerts or monitoring of changes to your Experian credit file.

Your order of any tri-bureau credit monitoring product (monitoring credit files at three credit bureaus) is conditioned upon successful enrollment by at least one credit bureau in its credit monitoring program. If no credit bureau is able to enroll you in its credit monitoring program, your order will be cancelled, and you will not receive alerts or monitoring of changes to any of your credit files. In the event that one or two credit bureaus, but not all three credit bureaus, is able to enroll you in their credit monitoring, credit monitoring will be provided by the bureau or bureaus that were able to enroll you; you will not receive alerts or monitoring of changes to the credit files of the bureau or bureaus that were not able to enroll you in their credit monitoring program.

In the event you order a three-bureau credit monitoring product, by placing your order, you agree that, if fewer than all three credit bureaus enroll you in their credit monitoring, CIC is authorized to monitor only the credit files at the bureau or bureaus that enrolled you. Any such credit monitoring will be provided at the price agreed upon; you will not be eligible for a price reduction, discount or refund. CIC will notify you in the event that fewer than all three credit bureaus enroll you in credit monitoring, but such notification may not occur during your trial period.

Credit Monitoring Trial Period With Free Trial (Applicable to Single-Bureau Monitoring): You will be asked for valid credit card information when you sign up for the free credit monitoring trial. CIC will verify your credit card information before processing your order. An authorization in the amount of one dollar will be performed on your credit card to make sure it is valid and in good standing and the one dollar authorization amount may count against your credit or debit limit. Additionally, your credit card will be charged a non-refundable \$1 fee, plus any applicable sales tax, for your Credit Report. However, CIC will not bill you the monthly membership price of \$17.95 until the free trial period has ended. If you do not cancel your free trial membership within 7 days of the date you place your order, your membership will be billed to your credit card or other billing source provided by you when you enrolled in credit monitoring, on the first day of each successive membership term. The credit monitoring benefit may only be available for 5 days during your trial period; however, other product features and benefits will be available to you during your entire trial period. If you purchase additional credit reports and/or scores during your trial period, they will be billed to the credit or debit card provided to us during enrollment. In the event that you purchase additional products from CIC using a different credit or debit card, or if you update your payment information with CIC, CIC will charge the latest card provided by you. Please note, if you have ever been a member and received a free trial, CIC may refuse to give you another free trial offer. Returning members will be billed the membership fee immediately upon renewal. During your trial period, you are eligible for one report and/or score as dictated by your specific membership terms.

Credit Monitoring Membership With Free Trial (Applicable to Multi-Bureau Credit Monitoring): You will be asked for valid credit card information when you sign up for the free credit monitoring trial. CIC will verify your credit card information before processing your order. An authorization in the amount of one dollar will be performed on your credit card to make sure it is valid and in good standing and the one dollar authorization amount may count against your credit or debit limit. Additionally, your credit card will be charged a non-refundable \$1 fee, plus any applicable sales tax, for your Credit Report. However, CIC will not bill you the monthly membership price of \$17.95 until the free trial period has ended. Because enrollment in monitoring with the bureaus may be delayed, we will start your 7-day free trial 48 hours after you enroll. Therefore, you may cancel your trial membership without charge at any time.

within 9 days of placing your order. If you do not cancel your free trial membership within 9 days of the date you place your order, your membership will continue automatically and the monthly/annual fee will be billed to the credit card or other billing source provided by you when you enrolled in credit monitoring, on the first day of each successive membership term. If you purchase additional credit reports and/or scores during your trial period, they will be billed to the credit or debit card provided to us during enrollment. In the event that you purchase additional products from CIC using a different credit or debit card, or if you update your payment information with CIC, CIC will charge the latest card provided by you. Please note, if you have ever been a member and received a free trial, CIC may refuse to give you another free trial offer. Returning members will be billed the membership fee immediately upon renewal. During your trial period, you are eligible for one report and/or score as dictated by your specific membership terms.

Credit Monitoring Membership Where No Trial Period Applies: The monthly/annual fee for a credit monitoring membership will be billed immediately to the credit card or other billing source authorized by you. If an introductory rate applies, the monthly/annual fee for a credit monitoring membership will be billed immediately at the applicable introductory rate, and for each successive membership term, you will be billed at the applicable published standard rate as described on the Website and/or in the Product literature provided when you enroll.

Credit Monitoring Membership for a Pre-Defined Term: If you have agreed to a promotional offer for credit monitoring for a pre-defined term, your credit card or other authorized billing source will be billed the promotional membership fee immediately. Your credit monitoring membership will continue for the pre-defined term and membership benefits will expire at the end of this term. If you choose to cancel your monitoring membership during the pre-defined term, you will not be entitled to a refund, prorated or otherwise of the promotional membership fee.

CHILDSecureSM - ADDITIONAL TERMS AND CONDITIONS

Enrollment in CHILDSecureSM

Your order of ChildSecureSM is conditioned upon your order of Experian Credit TrackerSM and your successful enrollment in Experian's credit monitoring program. If Experian is not able to enroll you in its credit monitoring program, your entire order - including any pending orders of ChildSecureSM to monitor the identities of minor children - will be cancelled and you will not receive alerts or monitoring of changes to your credit files nor alerts or monitoring regarding the identities of your enrolled minor children.

If you are successfully enrolled in ChildSecureSM, credit monitoring alerts will be delivered to the email address or the mailing address that was given to CIC when you enrolled. It is your responsibility to update your address if it should change.

CHILDSecureSM - Billing and Refunds

Your membership in ChildSecureSM is effective for the period covered by your membership fee and continues upon your payment of the monthly/annual renewal fee. Renewal fees for your membership will automatically be charged, at the then current rate, to the credit card or other billing source authorized by you, on the first day of each successive membership term, until you cancel your membership. Should you choose to discontinue your membership for any reason before expiration of the then applicable membership term for which you have paid, you may cancel your membership and terminate further billing by calling the toll-free number listed on this Web Site, or by calling 1-877-284-7942. However, your membership and monthly billing will terminate at the end of your monthly billing term and you will not be eligible for a prorated refund of any portion of your paid monthly membership fee.

Where applicable, if you upgrade to ChildSecureSM during a free trial period for Experian Credit TrackerSM you will not be charged for ChildSecureSM until the expiration of your trial. If you cancel ChildSecureSM during a trial period for Experian Credit TrackerSM, you will not be charged for that product. If you upgrade to ChildSecureSM after the end of a free trial period in Experian Credit TrackerSM and subsequently cancel, your membership and monthly billing will terminate at the end of your monthly billing term and you will not be eligible for a prorated refund of any portion of your paid monthly membership fee. CIC reserves the right to change the membership fee for any renewal term to be effective upon the renewal of your membership. CIC is not responsible for any overdraft/over-the-limit charges or bank fees if your account contains insufficient funds when your order is processed and billed. We recommend using a credit card rather than a debit card. Canceling too close to end of trial or renewal date may cause a processing delay and a charge to your account. If you are eligible for a refund, refunds can take seven (7) to ten (10) business days to be processed.

CHILDSecureSM - Monitoring For Children

The monitoring that will be performed regarding minor children enrolled in ChildSecureSM is different than the monitoring for persons over age 18. On a monthly basis, CIC will request an Experian credit report for each enrolled child, and will review that report for any material data (that is, any other data other than personal information such as name, address and Social Security number) that has been returned. If material data exists, CIC will notify you via email alert process within 24 hours of the report being returned to CIC. In the event that material data is found, you agree to provide any documentation that may be requested by CIC, including, but not limited to, a copy of the child's Social Security card, a copy of the child's birth certificate, proof of your identification, and proof of your residence, in order to verify your status as a parent or guardian of the enrolled child, before any information about the material data will be released to you.

Enrollment of Minor Children in CHILDSecureSM

You may enroll up to five (5) minor children for whom you are the parent or guardian through the on-line process. You may enroll additional minor children for whom you are the parent or guardian by contacting customer care at the number published on the Product Website, and providing the requested information and/or documentation including, but not limited to, a valid Social Security number and date of birth for each minor child. In certain circumstances, you may not be permitted to enroll children on-line. In such circumstances, you may enroll children by contacting customer care and following the procedures specified in this paragraph. Children that have reached the age of 17 years and 9 months are not eligible to be enrolled in ChildSecureSM.

Certification as Parent or Guardian of Children Enrolled in CHILDSecureSM

CIC will provide information about a child under 18 years of age only to the child's parent or guardian and only for use to protect the child against fraud, such as the fraudulent opening of credit accounts in your child's name. You certify that you are the parent or guardian of each child whom you have named, or will name, on the enrollment forms for ChildSecureSM, and that you understand and agree that enrollment may require CIC to obtain information about those children from a credit reporting company, and that any information about those children that you obtain from CIC will be used solely for the purpose of protecting against or preventing actual or potential fraud with respect the children whom you are enrolling or have enrolled in ChildSecureSM.

Automatic Disenrollment of Children From CHILDSecureSM Prior to 18th Birthday

Minor children enrolled by you in ChildSecureSM will be automatically unenrolled within seven (7) days before their eighteenth (18th) birthday, based on the date of birth information provided by you in the enrollment process. After that time period, you will not receive monitoring of any sort regarding that child.

CREDIT REPORTS AND CREDIT SCORES - ADDITIONAL TERMS AND CONDITIONS

(Applicable for the following Products: 3 Bureau Credit Report, Instant Single Credit Report, PLUS Score[®], Statutory PLUS Score, Experian Credit Report, and VantageScoreSM)

When you use any Product, Product Website and/or Content to access your personal credit report and/or credit score, you are certifying that you understand and agree to the following:

- You may access your credit report and/or score for 30 days from the date of payment.

- Refunds will not be issued once we have successfully located and delivered the Product(s) to you.
- If you have questions regarding your credit report or would like to dispute information, you may request an investigation by contacting the credit reporting company that supplied the information, as indicated in your credit report.
- For online customers, if you are inactive (have not clicked on an item or refreshed the page) for a period of 20 minutes or more when reviewing your credit report and/or credit score online, your session will conclude and you will be logged out for your protection.

Disclaimers: You acknowledge that the information provided to you through the PLUS Score[®] and Vantage Score products, including the score factors derived from the elements in your credit report, may change over time as your credit report changes. You also acknowledge that the score factor information on how to monitor your credit position assumes there will be no adverse changes in your credit performance. CIC is not responsible for the accuracy or contents of your credit file, including but not limited to information delivered in the credit report and/or score products. Please note that pursuant to section 609f of the FCRA, consumers can obtain their credit score at any time for a statutorily set fee. All of the foregoing terms apply to your Statutory PLUS Score except the 30-day availability. Your Statutory PLUS Score will NOT be available after your initial session has concluded.

FRAUD RESOLUTION - ADDITIONAL TERMS AND CONDITIONS

(Applicable for the following products: Experian Credit TrackerSM, Triple Advantage[®], TripleAlertSM, CreditCheck[®] Deluxe, CreditCheck[®] Premium, CreditCheck[®] Total and ChildSecureSM.)

Obtaining Assistance: There are certain steps that you MUST FOLLOW in order to obtain assistance from a fraud resolution representative ("Assistance"). These steps include contacting a Customer Service Representative by calling the number listed in the My Credit Center area on this Web Site, or for offline customers, by calling 1-877-284-7942. Additional information about requesting Assistance can also be found in the My Credit Center area.

If you are a victim of identity theft, which is hereby defined as the act of knowingly transferring or using, without lawful authority, a means of identification with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of federal law or a felony under applicable state or local law ("Identity Theft"), and you incur problems or suffer damages, you should call the number listed in the My Credit Center area on this Web Site, or call 1-877-284-7942 and make a request for Assistance. Upon acceptance of your request, a CIC fraud resolution representative will contact you. If you contact CIC regarding fraud resolution, you are agreeing to permit CIC to order a copy of your credit report for any purpose relating to your request for assistance.

If you are requesting fraud resolution regarding an enrolled child, you will be required to re-certify your status as parent or guardian, and provide documents requested by CIC to verify your status as parent or guardian, including, but not limited to, the child's Social Security card and birth certificate, valid proof of your identification, and proof of your residence.

DISCLAIMERS: THE FRAUD RESOLUTION BENEFIT IS DESIGNED TO HELP YOU PROTECT YOURSELF FROM IDENTITY THEFT VULNERABILITIES. THE PRODUCT IS PROVIDED IN ADDITION TO ANY PRECAUTIONS YOU SHOULD REASONABLY BE EXPECTED TO TAKE, INCLUDING PROTECTING YOUR ACCOUNT NAMES, PASSWORDS, SOCIAL SECURITY NUMBER AND OTHER PERSONALLY IDENTIFYING INFORMATION. CIC'S FRAUD RESOLUTION ASSISTANCE DOES NOT CONSTITUTE A POLICY OR CONTRACT OF INSURANCE. CIC DOES NOT GUARANTEE THE ACCURACY OF LIEN, JUDGMENT, INVESTMENT, OR CRIMINAL SEARCHES IT MAY PERFORM ON YOUR BEHALF.

CIC is not obligated or responsible for providing Assistance for any request based on (a) an act of fraud, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any authorized representative of you, whether acting alone or in collusion with you or others, (b) authorized charges that you have disputed based on the quality of goods or services, (c) authorized account transactions or trades that you have disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions, (d) losses, damages or expenses arising out of any business pursuits, (e) losses, damages or expenses that were incurred or commenced prior to the membership, or (f) theft or damages of traveler's checks, tickets of any kind, negotiable instruments, cash or its equivalent, circulating currency, passports, documents, real property, animals, living plants or consumable items, motorized vehicles of any type, watercraft, aircraft, and items intended for storage, transport, display or habitation.

Reservation of Rights: CIC, including its agents, independent contractors, assigns or other expressly authorized third party, reserves the right to make an independent investigation of the facts and circumstances related to any Assistance request, including making contact by telephone, email, US Postal Service or otherwise, any service provider or related party it deems necessary, at its sole and absolute discretion and expense, regardless of whether you provide express authorization to make such contact for purposes of verifying and assisting you with your Assistance request.

CIC reserves the right to request that you provide corroborating evidence of the unauthorized transaction, Identity Theft or other facts related to your Assistance request, including a signed affidavit, law enforcement or governmental agency reports, receipts of expenses, insurance declaration forms, or any other corroborating evidence that we may deem necessary and reasonable. Further, CIC reserves the right to refuse any Assistance request or provide any Assistance in the event you fail or refuse to provide us with any requested corroborating evidence related to the Identity Theft.

CIC reserves the right not to provide you with any Assistance or discontinue your membership in the event CIC determines that you knew, or should reasonably have known, of an act of Identity Theft that commenced prior to the membership. If at any time you cancel your membership, CIC is no longer obligated to provide any additional fraud resolution assistance.

\$50,000 Experian Credit TrackerSM Product Guarantee

If you (hereinafter "you") or your enrolled children (where applicable) become a victim of Identity Theft (as defined below) due to a failure of the Experian Credit TrackerSM product to provide the services identified below, ConsumerInfo.com, Inc. (hereinafter "we", "our" or "us") will reimburse you for certain Identity Theft Expenses (as described in Section 3, below) subject to the terms and conditions of this Guarantee. For purposes of this Guarantee, "Identity Theft" means that your name, address, Social Security number, credit card account number, or other personal identifying information was used without your knowledge or approval to commit fraud or other crimes. The maximum amount that we will pay you is \$50,000 for Identity Theft Expenses as a direct result of an Identity Theft.

- **GUARANTEE PERIOD:** Under the \$50,000 Experian Credit TrackerSM Product Guarantee, we will reimburse you solely for Identity Theft Expenses you incur as a direct result of an Identity Theft that occurs while you are actively enrolled in and using the above listed product and are a member in good standing ("Guarantee Period").
- **WHAT YOU MUST DO:** During the Guarantee Period, you must take an active role in protecting yourself against Identity Theft by using Experian Credit TrackerSM as described below. To be eligible to seek and retain reimbursement under this Guarantee, you must do the following:
 - a. You have an obligation to review your credit report and any email or other notification we may send you and if, upon your review, you observe suspicious activity (including, but not limited to credit cards or loans you did not apply for, credit inquiries you did not authorize, etc.) and/or suspect an Identity Theft, you must:
 - i. File a police report with the relevant police authority within the earlier of thirty (30) days from (i) the date you received such email or other notification from us or (ii) the date that you first had knowledge of an Identity Theft;
 - ii. Report the suspected Identity Theft to our Fraud Resolution Department within the earlier of thirty (30) days from (i) the date you received such email or other notification from us or (ii) the date that you first had knowledge of an Identity Theft. You can contact our Fraud Resolution Department Monday-Friday, 6:00 a.m. to 6:00 p.m., Pacific Time at 1-877-284-7942;

- iii. Place a fraud alert with Experian, Equifax and TransUnion within thirty (30) days from the date you had knowledge of an Identity Theft (to learn more about fraud alerts or to place a fraud alert on your Experian credit report go to www.experian.com/fraud);
 - iv. Work directly with our Fraud Resolution Department to mitigate your liability and/or pursue all sources of potential reimbursement and submit all documentation, if any, relating to the mitigation of liability and/or resolution of any requests for reimbursement from all sources, and/or assign your right to us to seek and recover funds reimbursable under this Guarantee, and reimburse us in the event you obtain recovery of any amounts paid by us hereunder. For example, if we pay a direct expense under this Guarantee to you or on your behalf and you later recover the amount paid to you or on your behalf, then we are entitled to receive, retain or recover the amount paid to you or on your behalf. You must provide all reasonable and necessary assistance to us in our recovery and reimbursement efforts; and
 - v. You agree to pay and/or reimburse us for any amount paid to you or on your behalf under this Guarantee due to your misrepresentation, as defined in Section 4, below, in connection with an Identity Theft.
- **WHAT WE WILL DO:** Under the \$50,000 Experian Credit TrackerSM Product Guarantee, we will reimburse you solely for the following Identity Theft Expenses incurred as a direct result of an Identity Theft that occurs during the Guarantee Period while you are using Experian Credit TrackerSM as described above:
 - a. Stolen Funds: Funds directly stolen from you or charges that you are liable for, in each case, that are related to any credit account that is reported (or should have been reported) on any of your Experian, Equifax, or TransUnion credit reports that are provided with the product you receive from us, provided that you assign any rights you might have to us for recovery or reimbursement as further provided below;
 - b. Legal Expenses: Reasonable and necessary attorney fees or court costs associated with defending any suit brought against you by merchants, financial institutions or other credit grantors or their collection agencies that relate to credit accounts that were wrongfully opened in your name as a result of Identity Theft, or the removal of any criminal or civil judgment wrongly entered against you that relates to a suit brought against you by a credit grantor based on an account wrongfully opened in your name as a result of Identity Theft. You must obtain our advance written consent to your choice of any attorney and/or legal counsel, and we reserve the right to select such attorney and legal counsel. You must forward all attorney invoices to us on a current basis;
 - c. Lost Wages: Actual United States wages or salary you lose as a direct result of time off work taken by you to report and/or resolve an Identity Theft;
 - d. Miscellaneous: Loan application fees, long distance telephone costs, mailing and postage costs, costs of having affidavits or other documents notarized that relate to you reporting and/or resolving an Identity Theft; and
 - e. Private Investigators: Any fees or costs associated with the use of any investigative agencies or private investigators that are necessary for reporting, resolving or recouping losses incurred as a result of an Identity Theft. You must obtain our advance written consent to engage a private investigator, and we reserve the right to select such private investigator in our reasonable discretion. You must forward all private investigator invoices to us on a current basis.

(collectively, "Identity Theft Expenses").
 - **WHAT WE WILL NOT DO:** We will NOT reimburse you for any expenses, damages or losses that are not expressly described in Section 3 above, including without limitation the following types of expenses, damages or losses you incur in connection with an Identity Theft:
 - a. Any expense, damage or loss due to any act of theft, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any of your authorized representatives, whether acting alone or in collusion with you or others (collectively, your "Misrepresentation") and you expressly agree to reimburse us for any expense, damage or loss due to your Misrepresentation;
 - b. Any expense, damage or loss arising from the theft or unauthorized or illegal use of your business name, "d/b/a," or any other method of identifying your business activity;
 - c. Any expense, damage or loss due to bodily injury, sickness, emotional distress or breakdown or any other medical condition, including without limitation, lost wages or salary;
 - d. Any expense, damage or loss due to the termination of your employment or separation from your employment, whether temporary or permanent, for any reason;
 - e. Any expense, damage or loss of any type for which a credit card company, credit card processor, bank, creditor, insurer or other third party is legally liable; excluding any company or agency contracting with us to provide products in connection with a data loss;
 - f. Any expense, damage or loss that relates to any account that is NOT reported on any of your Experian, Equifax, or TransUnion credit reports that are provided with the product you receive from us, unless such account should have been reported on any such credit report.
 - g. Any expense, damage or loss incurred by you from an Identity Theft that did not occur during the Guarantee Period; and
 - h. Any expense, damage or loss in connection with an Identity Theft if you fail to comply with all obligations, requirements, terms and conditions of Section 2 entitled "What You Must Do."
 - **HOW TO REQUEST REIMBURSEMENT:** To request reimbursement under the \$50,000 Experian Credit TrackerSM Product Guarantee, you must contact our Fraud Resolution Department Monday-Friday, 6:00 a.m. to 6:00 p.m., Pacific Time at 1-877-284-7942 to obtain an Identity Theft Expense Reimbursement Request Form. To receive reimbursement, you must submit the following documentation to one of our Fraud Resolution Representatives, in accordance with the requirements described in Section 2 above: (a) a completed and signed Identity Theft Expense Reimbursement Request Form; (b) proof that a fraud alert was placed with either Experian, Equifax or TransUnion; (c) if applicable, a copy of any settlement agreement reached by each party (creditors, collection agency, banks, etc.) involved with an Identity Theft; (d) a copy of a police report from your local jurisdiction and provide proof that such police report was filed; (e) copies of all receipts, bills, pay stubs, court documents and other records that support the Identity Theft Expenses incurred by you.
 - **OUR RIGHT TO TERMINATE \$50,000 EXPERIAN CREDIT TRACKERSM PRODUCT GUARANTEE:** We expressly reserve the right to change the terms of, terminate and discontinue offering the \$50,000 Experian Credit TrackerSM Product Guarantee at any time in our sole and complete discretion. We will continue to honor the \$50,000 Experian Credit TrackerSM Product Guarantee for an Identity Theft that occurred prior to any termination of the \$50,000 Experian Credit TrackerSM Product Guarantee.
 - **THE PRODUCT PROVIDES THE FOLLOWING SERVICES:**
 - Where indicated in the product literature as a product benefit, we will deliver one or more consumer credit reports from any of Experian, TransUnion and Equifax;
 - Where indicated in the product literature as a product benefit, deliver daily consumer credit monitoring from Experian, TransUnion and/or Equifax showing:
 - New accounts;
 - Public records;
 - Address changes;

- Potentially negative information; and
- New inquiries;
- Where indicated in the product literature as a product benefit, we will deliver a consumer credit score (i.e., the PLUS Score);
- Where indicated in the product literature as a product benefit, calculate and track the customer's credit score based on the consumer's Experian credit report, and, where indicated in the product literature, three scores based on the consumer's Experian, TransUnion and Equifax credit reports;
- Deliver consumer assistance in cases of real and/or suspected identity theft, such as:
 - Canceling credit cards and debit cards; or assisting the member in canceling credit cards and debit cards;
 - Guiding the member in the submission of a police report;
 - Assisting the member in notifying financial institutions that provide credit and preventing member liability for unauthorized charges or losses from credit accounts that are or should have been included on the consumer's credit report(s); and
 - Providing information to help the member to contact the credit bureaus to place a fraud alert on their credit file; and
- Deliver information for members to help them minimize the risk of identity theft and to prepare them to respond in the event that it should happen to them.

THE \$50,000 EXPERIAN CREDIT TRACKERSM PRODUCT GUARANTEE IS NOT OFFERED, APPLICABLE OR AVAILABLE TO RESIDENTS OF THE STATE OF NEW YORK.

CardSafeTM - ADDITIONAL TERMS AND CONDITIONS

Enrollment in CardSafeTM

To enroll in CardSafeTM, request a credit report or score, or purchase any Product, you must have an address within the United States, provide a valid Social Security number, address, email address, and date of birth and agree to be bound by these Terms and Conditions. In other limited circumstances, you may need to provide a valid telephone number so that CIC can process your order. You must provide valid credit card information. CIC will then evaluate your complete registration information.

CardSafeTM - Billing, Refunds and Termination of Membership

The annual membership fee will be billed immediately to the credit card or other billing source authorized by you. Your membership is effective for the period covered by your membership fee and continues upon your payment of the annual renewal fee. Renewal fees for your membership will automatically be charged, at the then current rate, to the credit card or other billing source authorized by you, until you cancel your membership. Should you choose to discontinue your membership for any reason before expiration of the then applicable membership term for which you have paid, you may cancel your membership and terminate any further billing by calling the toll-free number listed on this Web Site, or by calling 1-866-227-3718. However, you will not be eligible for any refund of your membership fees, prorated or otherwise.

CardSafeTM - Additional Card Holders

Neither your spouse nor any other adult will be enrolled in CardSafe pursuant to your order. When you enroll in the CardSafe product, only your personal cards (i.e., only those cards in your name) can be registered with us.

CardSafeTM - Loss & Theft Events

YOU agree not to report as lost or stolen any Card which you do not have good reason to believe is, in fact, lost or stolen.

At the time you report a lost or stolen event, CIC will retrieve your 3-bureau credit report from the three national credit reporting companies in order to provide the Product to you. In order to identify your credit accounts, notify your card issuers and request cancellation of your lost or stolen cards, you authorize CIC to retrieve your account information from your 3-Bureau credit report and to use the personal debit and/or ATM information that you may have entered on our Website to do the following: (1) Contact your Card Issuers (for each credit, debit, ATM or charge card designated by you) to report the lost or stolen event and (2) to disclose your personally identifiable information to your Card Issuers to assist with the cancellation of lost or stolen cards on your behalf. At the time of the lost or stolen event, CIC may require you to confirm or restate the foregoing authorizations.

Your credit information may be provided by a third-party credit reporting company and CIC is not responsible for the information contained within those reports. Your Card Issuers may require additional evidence of the lost or stolen event, including written confirmation by you or a police report. CIC is only able to take the actions permitted and processed by your Card Issuer. CIC is not responsible for any failure by any Card Issuer to take the action requested on your behalf, or any other action taken or condition imposed by your Card Issuer. CIC will not request that Card Issuers issue replacement cards in your name.

CardSafeTM GUARANTEE Overview

If CardSafeTM does not perform as guaranteed, we will reimburse you for unauthorized charges that are made to your Credit, Debit or ATM card(s) after you have reported to us that your card(s) are lost or stolen and for which you become personally liable, subject to the terms of the CardSafe Guarantee. You simply need to call our Fraud Resolution Representatives when you first learn that your card(s) are lost or stolen and then you can rest assured that your card issuer(s) will be notified. If you are held personally liable for unauthorized charges that occur after you report your lost or stolen cards to us, then we will reimburse you for those charges.

TERMS OF CardSafeTM GUARANTEE

If you (hereinafter "you") become liable for unauthorized charges as a result of a lost or stolen Credit, Debit or ATM card due to a failure of CardSafe to provide the services identified below, ConsumerInfo.com, Inc. (hereinafter "we", "our" or "us") will reimburse you for such unauthorized charges subject to the terms and conditions of this Guarantee.

- **GUARANTEE PERIOD:** In accordance with the terms of this CardSafe Guarantee, we will reimburse you for unauthorized charges that were incurred as a direct result of lost or stolen Credit, Debit or ATM cards that were reported lost or stolen to us while you are actively enrolled in CardSafe and are a member in good standing ("Guarantee Period").
- **WHAT WE WILL DO:** We will reimburse you for unauthorized charges that you incur as a direct result of lost or stolen Credit, Debit or ATM cards that meet all of the following three requirements: 1) lost or stolen Credit, Debit or ATM card(s) that you have reported to us during the Guarantee Period; 2) such unauthorized charges occurred during the Guarantee Period; 3) your card issuer(s) is holding you personally liable for such unauthorized charges and your card issuer(s) is not legally liable for such unauthorized charges.
- **WHAT WE WILL NOT DO:** We will NOT reimburse you for any expenses, damages or losses that are not expressly described in Section 2 above, including without limitation the following types of expenses, damages or losses you may incur in connection with lost or stolen Credit, Debit or ATM cards:
 - a. Any unauthorized charges related to lost or stolen Credit, Debit or ATM cards that occurred outside the Guarantee Period;
 - b. Any unauthorized charges due to any act of theft, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by

any of your authorized representatives, whether acting alone or in collusion with you or others (collectively, your "Misrepresentation") and you expressly agree to reimburse us for any expense, damage or loss due to your Misrepresentation as further provided in Section 4(c) below;

- c. Any unauthorized charges for which a Credit, Debit or ATM card issuer is legally liable;
- d. Any unauthorized charges that did not occur during the Guarantee Period; and
- e. Any expense, damage or loss incurred in connection with unauthorized charges if you fail to comply with all obligations, requirements, terms and conditions of Section 4 entitled "What You Must Do."

• **WHAT YOU MUST DO:** To be eligible to seek and retain reimbursement under this CardSafe Guarantee, you must do the following:

- a. Be an actively enrolled as a member in CardSafe at the time you reported your cards lost or stolen to us;
- b. Contact our Fraud Resolution Department at 1-866-227-3718 within 2 days of becoming aware that a Credit, Debit or ATM card has been lost or stolen;
- c. Provide our Fraud Resolution Representatives with proof of the unauthorized charges and a statement from your Credit, Debit or ATM card issuer showing the date and time the unauthorized charges occurred and amount for which you are being held personally liable. You agree to assign your right to us to seek and recover unauthorized charges reimbursed under this Guarantee, and you agree to reimburse us in the event you obtain recovery of any amounts paid by us hereunder. For example, if we reimburse you for unauthorized charges under this Guarantee and you later recover the amount paid to you, then we are entitled to receive, retain or recover the amount paid to you. You will provide all reasonable and necessary assistance to us in our recovery and reimbursement efforts; and
- d. You agree to pay and/or reimburse us for any amount paid to you or on your behalf under this Guarantee due to your Misrepresentation in connection with any unauthorized charges as described in Section 3 (b).

• **HOW TO REQUEST REIMBURSEMENT:** To request reimbursement under the CardSafe Guarantee, you must contact our Fraud Resolution Department Toll Free at 1-866-227-3718 or International Collect at 1-479-573-7316 to obtain an Unauthorized Charges Reimbursement Request Form. To receive reimbursement, you must submit the following documentation to one of our Fraud Resolution Representatives: (a) a completed and signed Unauthorized Charges Reimbursement Request Form; and (b) proof that your Credit, Debit or ATM card issuer is holding you personally liable for unauthorized charges made to your card.

• **OUR RIGHT TO TERMINATE THE CardSafe™ GUARANTEE:** We expressly reserve the right to terminate and discontinue offering the CardSafe Guarantee at any time in our sole and complete discretion. If we terminate the CardSafe Guarantee, then we will notify you in writing. We will continue to honor the CardSafe Guarantee for reimbursement of unauthorized charges that you incur as a direct result of lost or stolen Credit, Debit or ATM cards that you reported to us during the Guarantee Period and for which you are personally held liable and your card issuer(s) is not legally liable for such unauthorized charges.

• **THE CardSafe PRODUCT PROVIDES THE FOLLOWING SERVICES:** When an eligible Credit, Debit or ATM card has been lost or stolen and you have complied with the requirements in section 4) above, ConsumerInfo.com, Inc. will do the following:

- Notify Credit, Debit and ATM card issuers when such eligible card(s) has/have been lost or stolen;
- Cancel eligible Credit, Debit or ATM card(s) that have been lost or stolen, or assist the member in canceling such card(s) with their respective issuers;
- Work with issuers of Credit, Debit and ATM card(s) that have been lost or stolen, or assist the member in working with issuers of Credit, Debit or ATM card(s) that have been lost or stolen to eliminate any liability to you for any unauthorized charges that are incurred on any Credit, Debit or ATM card during the Guarantee Period.

THE CardSafe™ GUARANTEE IS NOT OFFERED, APPLICABLE OR AVAILABLE TO RESIDENTS OF THE STATE OF NEW YORK.

TRADEMARKS

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ENTIRE AGREEMENT

These Terms and Conditions, the Privacy Policy, and other policies CIC may post constitute the entire Agreement between CIC and you in connection with your use of the Product Websites (if applicable), the Products, and the Content, and supersede any prior versions of the Terms and Conditions, if applicable. CIC may update these Terms and Conditions from time to time by posting revised Terms and Conditions on the Product Websites, or by mailing an updated copy to the most recent address you have provided to CIC, without notice to you, and your subsequent use of the Products, Product Web Sites, and/or Content is governed by those new Terms and Conditions. The Terms and Conditions are effective until terminated by CIC. In the event of termination, the Intellectual Property, Disclaimers, and Limitations of Liability provisions set forth in these Terms and Conditions will survive. In the event of a conflict between any other notice, policy, disclaimer or other term contained in the Product Websites or otherwise, these Terms and Conditions will control. If any provision is deemed to be unlawful or unenforceable, it will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.

Version 1.3



P.O. Box 1240
Allen, TX 75013
www.experian.com

October 19, 2012

Kevin and Karen Scheunemann
210 Dream Catcher Dr.
Kewaskum, WI 53040

RE: Your Arbitration Request
REF# 28803799

Dear Kevin and Karen Scheunemann :

I am in receipt of your recent correspondence regarding your personal Experian credit reports.

We are currently investigating the potentially negative Chase and Bank of America accounts with which you disagree. Upon completion of this process, we will forward the results directly to you for review.

According to our records, the Palisades Collection LLC account does not appear on your current Experian credit reports.

Experian Information Solutions does not originate the information reported on consumers; instead it acts as a repository for information provided to it from an original source, such as a consumer's creditors. Experian has investigation procedures in place, which comply with the Fair Credit Reporting Act, to assist consumers with disputes that they may have in connection with any information contained in their credit reports.

The documentation that you provided is an arbitration agreement with ConsumerInfo.com, not with Experian Information Solutions. Experian Information Solutions believes the investigation and dispute resolution procedures provided by the Fair Credit Reporting Act are sufficient; therefore, we respectfully decline your request to participate in an arbitration forum.

Please indicate any additional items on your credit reports which you believe to be inaccurate and also please let us know what the correct information should be.

You may forward information related to any disputes to my specific attention at Experian, CASS, P. O. Box 1240, Allen, TX 75013-1240. Upon receipt of this information, I will begin additional investigations into your specific concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Lonergan", written in a cursive style.

Michael Lonergan
Senior Regulatory Affairs Associate
Consumer Affairs Special Services
214 726 4159

STATE OF WISCONSIN CIRCUIT COURT WASHINGTON COUNTY

FIA CARD SERVICES, N.A.,
f/a MBNA AMERICA BANK, N.A.,

Plaintiff,

Case No: 09 CV 603

v.

KEVIN SCHEUNEMANN,

Defendant.

Our File No. 567839

STIPULATION AND ORDER FOR DISMISSAL

STIPULATION

The above parties, by their undersigned counsel, hereby stipulate and agree that the above-entitled action, including all claims and counterclaims filed herein, as well as all claims, counterclaims and third-party claims that could have been filed herein, be dismissed upon its merits, with prejudice, and without costs to any party.

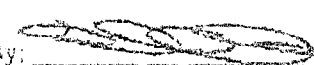
RAUSCH, STURM, ISRAEL, ENERSON &
HORNIK, LLC
Attorneys for Plaintiff
FIA CARD SERVICES, N.A.

Dated: 11/9/10

By: 
Robert Hornik
State Bar No: 1016917

KEVIN SCHEUNEMANN
Defendant

Dated: 11/2/10

By: 
Kevin Scheunemann

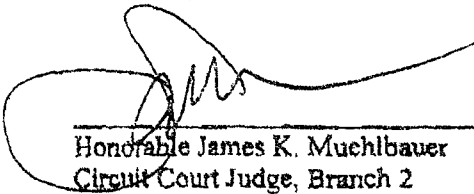
ORDER FOR DISMISSAL

Based upon the above executed Stipulation, and upon all of the records, files and proceedings herein;

IT IS HEREBY ORDERED that the above-entitled action, including all claims and counterclaims filed herein, as well as all claims, counterclaims and third-party claims that could have been filed herein, is hereby dismissed upon its merits, with prejudice, and without costs to any party.

Dated this 18th day of February, 2014.

BY THE COURT:


Honorable James K. Muchlbauer
Circuit Court Judge, Branch 2

FINAL DOCUMENT FOR PURPOSES OF APPEAL